



First American Title Company

616 North 3rd Street Suite 101, McCall, ID 83638

Phone (208)634-4705 - Fax (208)634-4405

Title Officer: Vern Swenson - vswenson@gofirstam.com

COMMITMENT FOR TITLE INSURANCE

To: **First American Title and Escrow Company**
3540 E. Longwing Lane, Ste 230
Meridian, ID 83646

Order No.: **626416-MC**

Attention: **Tami DeJournett-Albert**

Your Reference:

Re: Property Address: **Not Addressed, McCall, ID 83638**


First American Title

Commitment

Title Insurance Commitment

BY

First American Title Insurance Company

INFORMATION

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

This Policy contains an arbitration clause. All arbitrable matters when the Matter of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or you as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, contact:
FIRST AMERICAN TITLE INSURANCE COMPANY
 1 First American Way; Santa Ana, CA 92707.

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SCHEDULE A	Insert
1. Commitment Date	
2. Policies to be Issued, Amounts and Proposed Insureds	
3. Interest in the Land and Owner	
4. Description of the Land	
SCHEDULE B-I – REQUIREMENTS	Insert
SCHEDULE B-II – EXCEPTIONS	Insert

AGREEMENT TO ISSUE POLICY

We agree to issue policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-I.
- The Exceptions in Schedule B-II.
- The Conditions on Page 2.

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

(This Commitment is valid only when Schedules A and B are attached) **This jacket was created electronically and constitutes an original document**

CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B – Section I

or

Eliminate with our written consent any Exceptions shown in Schedule B – Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

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 <p>Schedule A</p>	<p>Title Insurance Commitment</p> <p>BY</p> <p>First American Title Insurance Company</p>
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FIRST COMMITMENT

File No.: 626416-MC

1. Commitment Date : **March 03, 2017** at **7:30 A.M.**

2. Policy or Policies to be issued:

	Policy Amount	Premium Amount
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- X ALTA **Standard** Owner's Policy of Title Insurance (6-17-06)
ALTA Homeowner's Policy of Title Insurance (rev.1-1-08)

(Premium amount reflects \$no available credit)

**\$ To be
determined
and agreed to
by the
Company**

**\$ To be
determined
and agreed to
by the
Company**

Proposed Insured:
State of Idaho

ALTA Loan Policy of Title Insurance (6-17-06)
ALTA Expanded Coverage Residential Loan Policy (rev. 1-1-08)

(Premium amount reflects \$no available credit)

\$ 0.00**\$**

Proposed Insured:

Endorsements:

\$

3. A fee simple interest in the land described in this Commitment is owned, at the Commitment Date, by:

State of Idaho

4. The land referred to in this Commitment is described as follows:

That portion of Lot 6, Block 7 of State Subdivision-Cove Replat, according to the plat thereof recorded in Book 13 of Plats, Page 5, records of Valley County, Idaho, being situated in Section 3, Township 18 North, Range 3 West, Boise Meridian, Valley County, described as follows:

BEGINNING at the Northeast corner of said Lot 6, thence South 09°49'53" East, along the East line of said Lot 6, a distance of 64.73 feet; thence South 79°03'10" West, along the South line of said Lot 6, a distance of 102.18 feet; thence North 08°08'22" East, a distance of 68.47 feet to the North line of said Lot 6; thence North 79°02'59" East, along said North line, a distance of 81.05 feet, more or less, to the POINT OF BEGINNING.

Commonly known as: Not Addressed, McCall, ID 83638



By:

Authorized Countersignature

(This Schedule A valid only when Schedule B is attached.)

*First American Title*

Schedule BI

Title Insurance Commitment

BY

First American Title Insurance Company

File No.: 626416-MC

REQUIREMENTS

File No.: 626416-MC

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (e) Release(s) or Reconveyance(s) of items(s) **n/a**.
- (f) If any document in the completion of this transaction is to be executed by an attorney-in-fact, the Power of Attorney must be submitted for review prior to closing.
- (g) Termination of the Lease at Exception No. 11 and relinquishment of any acquired interest.
- (h) Require a deed from Michael N. Fery and Patricia A. Fery, husband and wife to the State of Idaho.

 <p>Schedule BII</p>	<p>Title Insurance Commitment</p> <p>BY</p> <p>First American Title Insurance Company</p>
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EXCEPTIONS

File No.: 626416-MC

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any liens, or rights to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. 2017 taxes are an accruing lien, not yet due and payable until the fourth Monday in November of the current year. The first one-half is not delinquent until after December 20 of the current year, the second one-half is not delinquent until after June 20 of the following year. Taxes which may be assessed and entered on the property roll for 2016 with respect to new improvements and first occupancy, which may be included on the regular property, which are an accruing lien, not yet due and payable.

General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

Year	Original Amount	Amount Paid	Parcel Number	Covers
2016	\$372.58	\$186.29	RP00654007006A	Land only

Homeowners Exemption is not in effect for 2016.
Circuit breaker is not in effect for 2016.

8. Easement granted to Payette Lakes Water and Sewer District, recorded September 16, 1980 and October 21, 1992, as Instrument No. 108247 and 191687.

9. Levies and assessments of Payette Lakes Water and Sewer District.
10. All matters, and any rights, easements, interests or claims which may exist by reason thereof, disclosed by survey recorded October 14, 1998, as Instrument No. 235856.
11. Unrecorded lease executed by State of Idaho, Lessor, and Fichard D. & Arlynn Family Trust, Lessee, upon the terms, conditions and provisions contained therein, constructive notice of which is given by instrument recorded February 8, 2001 , as Instrument No. 252561.

The lessee's interest under the lease has been assigned to Michael N. Fery and Patricia A. Fery by assignment recorded February 8, 2001, as Instrument No. 252561 and QuitClaim Deed recorded February 1, 2001, as Instrument No. 252463.

12. State of Idaho Amended Easement No. 5404 upon the terms, conditions and provisions contained therein:
Parties: State of Idaho and Idaho Power Company
Recorded: October 1, 2007, Instrument No. 325690.
13. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the recorded plat of the Pilgrim Cove Subdivision, Valley County, Idaho, as shown on the official plat thereof, recorded September 9, 1950, in Book 1 of Plats, Page 31, Plat of Second Addition dated March 12, 1962, Amended Plat of Pilgrim Cove Subdivision recorded May 8, 1988, as Instrument No. 161180, Book 8 of Plats, Page 12, State Subdivision - Cove Replat recorded October 24, 2013, as Instrument No. 381368, Book 13 of Plats, Page 5 and Affidavit of Correction recorded January 11, 2017 as Instrument No. 403542, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
14. Covenants, Conditions and Restrictions recorded as Instrument No. 381366 and 381367, but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin to the extent that such covenants, conditions or restrictions violate 42 USC 3604(c).
15. Levies and assessments of The Cove Association.
16. Provisions in deed to The Cove Association, Inc., recorded October 31, 2013, as Instrument No. 381502.
17. State of Idaho Easement No. 5071 upon the terms, conditions and provisions contained therein:
Parties: State of Idaho and Payette Lakes Water and Sewer District
Recorded: January 31, 2014, Instrument No. 383143
18. Declaration of Access Easement Agreement upon the terms, conditions and provisions contained therein:
Parties: State Board of Land Commissioners, acting by and through the Idaho Department of Lands for the benefit of Lots in Cove Replat and White Pine Heights
Recorded: January 28, 2015, Instrument No. 389603
19. Rights-of-way for ditches, tunnels and telephone and transmission lines constructed by authority of the United States, as granted to the United States under provisions of Section 58-604, Idaho Code.
20. Right, title and interest of Michael N. Fery and Patricia A. Fery, husband and wife disclosed by Quitclaim Deed recorded August 20, 2014 as Instrument No. 386755.

21. Well Easement & Maintenance Agreement upon the terms, conditions and provisions contained therein:
Parties: Charles R. Schmoeger and Jannifer Schmoeger, husband and wife and Michael N. Fery and Patricia A. Fery, husband and wife
Recorded: October 16, 2015, Instrument No. 394613
22. Lack of a right of access to and from said land.

INFORMATIONAL NOTES

- A. **In addition to standard County recording fees, an electronic filing fee of \$4.50 per document may be charged.**
- B. Pursuant to the State of Idaho Insurance Regulations: A cancellation fee will be charged on all cancelled orders, unless notified to the contrary, all orders shall be cancelled and a billing sent within 6 months of the effective date on the commitment.



First American

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.